

1 RUSS, AUGUST & KABAT  
2 Marc A. Fenster, SBN 181067  
3 Email: [mfenster@raklaw.com](mailto:mfenster@raklaw.com)  
4 Reza Mirzaie (CA SBN 246953)  
5 Email: [rmirzaie@raklaw.com](mailto:rmirzaie@raklaw.com)  
6 Brian D. Ledahl (CA SBN 186579)  
7 Email: [bledahl@raklaw.com](mailto:bledahl@raklaw.com)  
8 Paul Kroeger (CA SBN 229074)  
9 Email: [pkroeger@raklaw.com](mailto:pkroeger@raklaw.com)  
10 C. Jay Chung (CA SBN 252794)  
11 Email: [jchung@raklaw.com](mailto:jchung@raklaw.com)  
12 Philip X. Wang (CA SBN 262239)  
13 Email: [pwang@raklaw.com](mailto:pwang@raklaw.com)  
14 12424 Wilshire Boulevard, 12<sup>th</sup> Floor  
15 Los Angeles, California 90025  
16 Telephone: (310) 826-7474  
17 Facsimile: (310) 826-6991

18 *Attorneys for Plaintiff*  
19 *Data Scape Limited*

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**  
17 **SOUTHERN DIVISION**

18 DATA SCAPE LIMITED,  
19 Plaintiff,

20 v.

21 WESTERN DIGITAL  
22 CORPORATION, WESTERN  
23 DIGITAL TECHNOLOGIES, INC.,

24 Defendants.

Case No. 8:18-cv-02285

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

25 **COMPLAINT FOR PATENT INFRINGEMENT**

26 This is an action for patent infringement arising under the patent laws of the  
27 United States, 35 U.S.C. This Court has original subject matter jurisdiction pursuant  
28 to 28 U.S.C. §§ 1331 and 1338(a).

## PARTIES

1. Data Scape Limited (“Data Scape” or “Plaintiff”) is a company organized under the laws of Ireland with its office located at Office 115, 4-5 Burton Hall Road, Sandyford, Dublin 18, Ireland.

2. On information and belief, Western Digital Corporation is a Delaware corporation with a place of business at 3355 Michelson Drive, Suite 100, Irvine, California 92612.

3. On information and belief, Western Digital Technologies, Inc. is a Delaware corporation with a place of business at 3355 Michelson Drive, Suite 100, Irvine, California 92612. Western Digital Technologies, Inc. and Western Digital Corporation are collectively referred to as “Defendants” or “Western Digital.”

## **JURISDICTION AND VENUE**

4. This Court has personal jurisdiction over each Defendant in this action because each Defendant resides in the Central District of California and has committed acts within this district giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice. Each Defendant, directly and through subsidiaries or intermediaries, has committed and continues to commit acts of infringement in this District by, among other things, offering to sell and selling products and/or services that infringe the asserted patents.

5. Venue is proper in this district under 28 U.S.C. § 1400(b). Each Defendant has transacted business in this district and has committed acts of direct and indirect infringement in this district. Each Defendant has a regular and established place of business in this District, including, e.g., its headquarters and principal place of business.

**COUNT I****INFRINGEMENT OF U.S. PATENT NO. 8,386,581**

6. Plaintiff realleges and incorporates by reference the foregoing paragraphs, as if fully set forth herein.

7. Data Scape is the owner by assignment of United States Patent No. 8,386,581 (“the ’581 Patent”), entitled “Communication System And Its Method and Communication Apparatus And Its Method.” The ’581 Patent was duly and legally issued by the United States Patent and Trademark Office on February 26, 2013. A true and correct copy of the ’581 Patent is included as Exhibit A.

8. Each Defendant has offered for sale, sold and/or imported into the United States products and services that infringe the ’581 patent, and continues to do so. By way of illustrative example, these infringing products and services include, without limitation, Defendant’s products and services, *e.g.*, My Cloud series devices, WD SmartWare software, WD Sync software, WD Backup software, and all versions and variations thereof since the issuance of the ’581 Patent (“Accused Instrumentalities”).

9. Each Defendant has directly infringed and continues to infringe the ’581 Patent, for example, by making, selling, offering for sale, and/or importing the Accused Instrumentalities, and through its own use and testing of the Accused Instrumentalities. Each Defendant uses the Accused Instrumentalities for its own internal non-testing business purposes, while testing the Accused Instrumentalities, and while providing technical support and repair services for the Accused Instrumentalities to its customers.

10. For example, the Accused Instrumentalities infringe Claim 1 (and other claims) of the ’581 Patent. One non-limiting example of the Accused Instrumentalities’ infringement is presented below:

11. The Accused Instrumentalities include “[a] communication apparatus.” For example, the Accused Instrumentalities communicate data stored on one device

1 (e.g. a My Cloud server or a computer) to another device (e.g. a computer, a USB  
2 device, a cloud backup service, or a connected My Cloud server). *See, e.g.*,  
3 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395> (“WD Sync  
4 allows files to be synchronized across multiple computers connected to a My  
5 Cloud.”); <https://www.wd.com/products/personal-cloud-storage/my-cloud.html>  
6 (“YOUR OWN PERSONAL CLOUD: With the My Cloud personal storage device,  
7 you’re able to have reliable storage in one place for your photos, videos, important  
8 files – anything you save – and share it anywhere you have an internet connection.  
9 With the automatic backup and synchronization software, your content is up to date  
10 and accessible from all your devices.”).

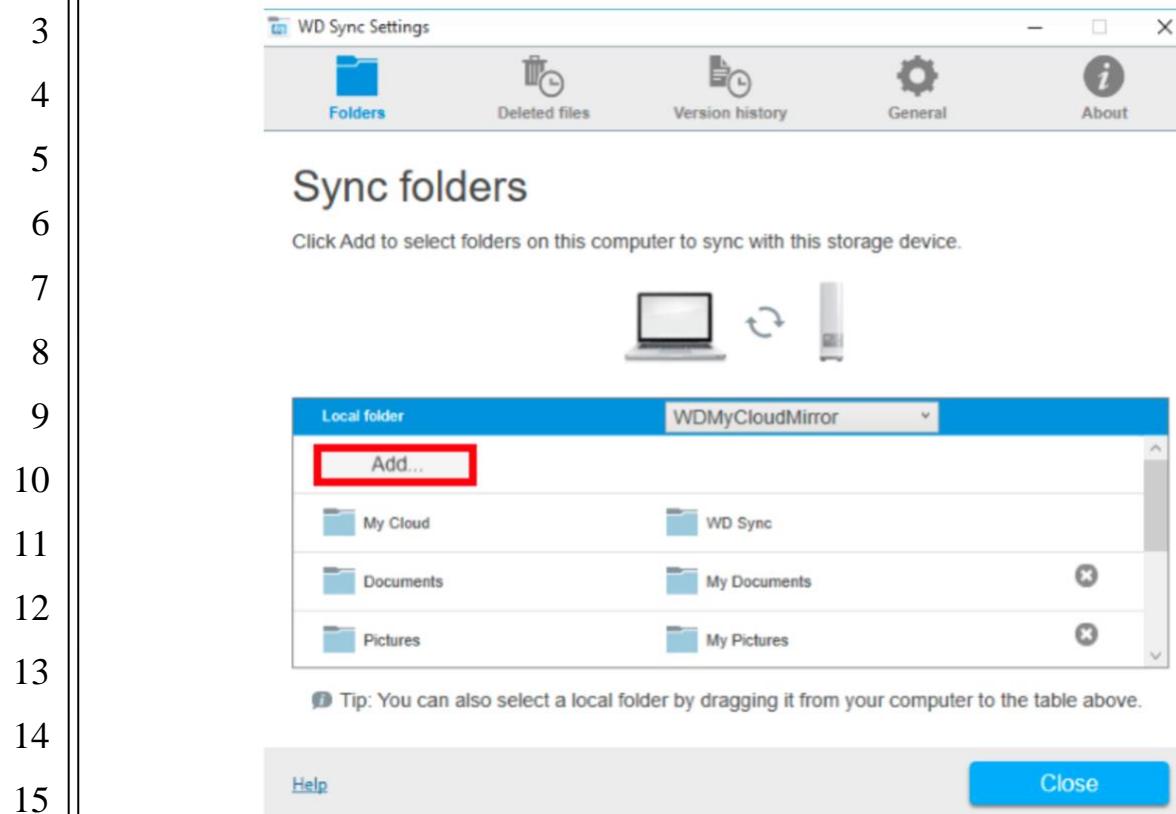
11       12. The Accused Instrumentalities include “a storage unit configured to  
12 store content data to a storage medium.” For example, each My Cloud device  
13 includes one or more hard disk for storing content data. *See, e.g.*,  
14 <https://www.wd.com/products/personal-cloud-storage/my-cloud.html> (“Everything  
15 in One Place: Centralize, organize and back up all your photos, videos and files in  
16 one reliable place. \*\*\* Capacity: 3TB, 4TB, 6TB, 8TB”);  
17 <https://www.wd.com/products/network-attached-storage/my-cloud-expert-series-ex2-ultra.html> (“My Cloud EX2 Ultra comes pre-configured with WD Red hard  
18 drives, specifically built for NAS systems to provide improved performance within  
19 24x7 environments.”); WD MyCloud User Manual 4779-705140 (“USB Backup—  
20 Allows you to back up your WD My Cloud device data to a USB device or to backup  
21 your USB device data to your WD My Cloud device.; Remote Backup—Allows you  
22 to backup WD My Cloud device data to another WD My Cloud device; Cloud  
23 Backup—Allows you to backup WD My Cloud device data to an external cloud  
24 backup service.”).

25       13. The Accused Instrumentalities further include “a communication unit  
26 configured to communicate with an external apparatus.” For example, each My  
27 Cloud device includes hardware and software to communicate with computers,  
28

1 mobile devices, and other external apparatuses over LAN or Internet connections.  
2 See, e.g., <https://www.wd.com/products/personal-cloud-storage/my-cloud.html>  
3 (“Access Anywhere: Access and share all your favorite photos and videos using your  
4 computer, tablet and smartphone from anywhere you have an Internet connection.  
5 \*\*\* Interface: Gigabit Ethernet”).

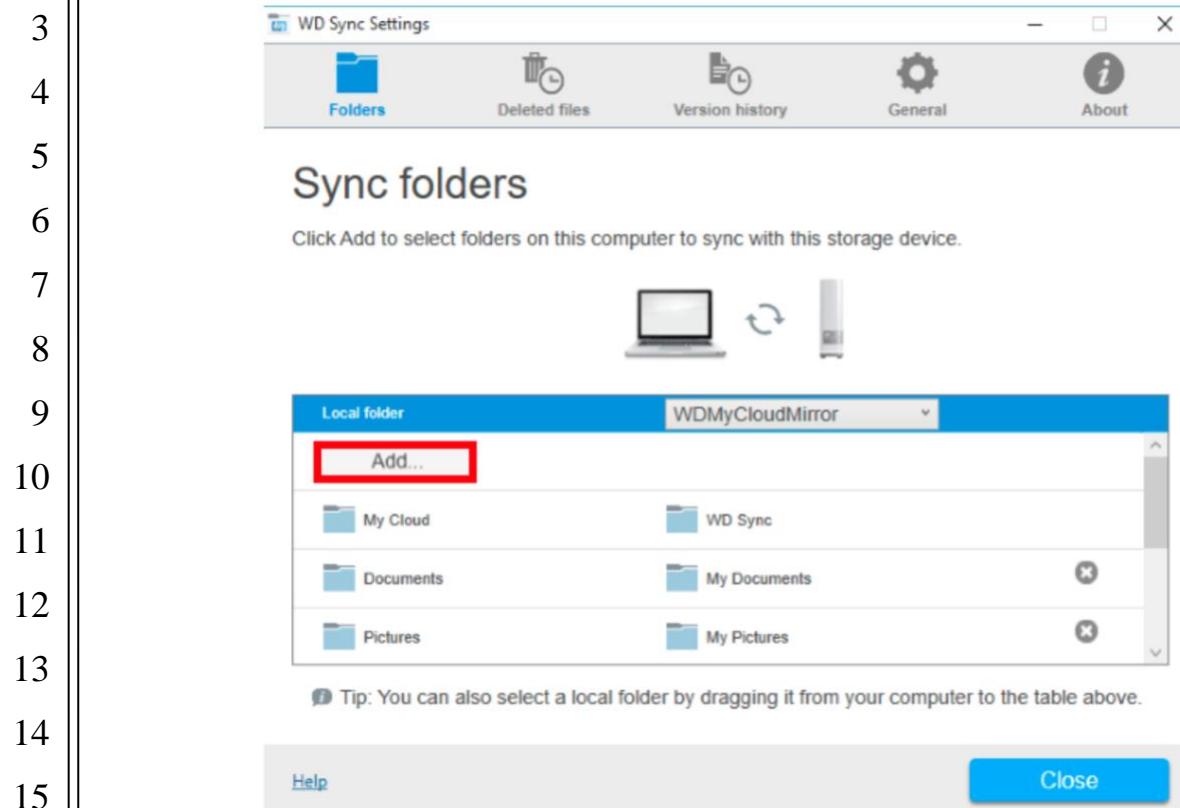
6 14. The Accused Instrumentalities further include “a controller configured  
7 to edit a list so that content data is registered in the list.” For example, the My Cloud  
8 device includes a software or hardware controller that registers a list of content to be  
9 transferred to an external apparatus, including without limitation listing selected or  
10 updated files for backup or synchronization. See, e.g., WD MyCloud User Manual  
11 4779-705140 (“Enter the following information to create a Remote backup job: \*\*\*  
12 Source Folder”; “From the drop-down menu, select the type of [Amazon S3 Cloud]  
13 backup you’d like to perform. Options include: \*\*\* • Full Backup: Creates a separate  
14 folder containing all of the backup data each time the backup is performed. •  
15 Incremental Backup: Overwrites files with source files that are newer than the target  
16 files.”); <https://support.wdc.com/knowledgebase/answer.aspx?ID=16780&lang=en>  
17 (“WD Sync allows files to be copied from a computer onto a My Cloud Network  
18 Attached Storage device. Adding, deleting or modifying files in one location will  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 lead to the same changes being applied to the other locations.”);  
 2 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395>:



16 15. The Accused Instrumentalities further include a controller configured  
 17 “to uniquely associate the list with the external apparatus using a unique  
 18 identification of the external apparatus.” For example, because each external  
 19 apparatus may require backup or synchronization of a different set of data  
 20 (including, *e.g.*, different configuration of backup/synchronization targets, or  
 21 different current data on the external apparatus leading to different data needing to  
 22 be transferred), the external apparatus is uniquely identified with an associated list.  
 23 *See, e.g.*, WD MyCloud User Manual 4779-705140 (“Enter the following  
 24 information to create a Remote backup job: \*\*\* Source Folder”; “From the drop-  
 25 down menu, select the type of [Amazon S3 Cloud] backup you’d like to perform.  
 26 Options include: \*\*\* • Full Backup: Creates a separate folder containing all of the  
 27 backup data each time the backup is performed. • Incremental Backup: Overwrites

1 files with source files that are newer than the target files.”);  
 2 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395>:



16. The Accused Instrumentalities further include a controller configured  
 17 “to extract the list associated with the external apparatus from a plurality of lists in  
 18 the communication apparatus when the external apparatus is connected to the  
 19 communication apparatus, and to control transferring of content data registered in  
 20 the extracted list to the external apparatus.” For example, when the My Cloud server  
 21 is connected to a WD Sync client, the server transfers all changes to the client;  
 22 likewise, the My Cloud server automatically transfers backup data to configured  
 23 backup targets. *See, e.g.*, My Cloud User Manual 4779-705147 (“After that, the WD  
 24 Sync software automatically updates any changes to the file, at any location, on the

1 other configured devices.”);

2 <https://support.wdc.com/knowledgebase/answer.aspx?ID=10428>:

3 10. Turning the *Auto Update* On will provide a user with the option to decide how often to  
4 update the device's backup.

It can be done Daily, Weekly and Monthly. When ready to proceed, click on *Next*.

5

6 **Create a Safepoint**

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504

505

506

507

508

509

510

511

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

534

535

536

537

538

539

540

541

542

543

544

545

546

547

548

549

550

551

552

553

554

555

556

557

558

559

560

561

562

563

564

565

566

567

568

569

570

571

572

573

574

575

576

577

578

579

580

581

582

583

584

585

586

587

588

589

590

591

592

593

594

595

596

597

598

599

600

601

602

603

604

605

606

607

608

609

610

611

612

613

614

615

616

617

618

619

620

621

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651

652

653

654

655

656

657

658

659

660

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

677

678

679

680

681

682

683

684

685

686

687

688

689

690

691

692

693

694

695

696

697

698

699

700

701

702

703

704

705

706

707

708

709

710

711

712

713

714

715

716

717

718

719

720

721

722

723

724

725

726

727

728

729

730

731

732

733

734

735

736

737

738

739

740

741

742

743

744

745

746

747

748

749

750

751

752

753

754

755

756

757

758

759

760

761

762

763

764

765

766

767

768

769

770

771

772

773

774

775

776

777

778

779

780

781

782

783

784

785

786

787

788

789

790

791

792

793

794

795

796

797

798

799

800

801

802

803

804

805

806

807

808

809

810

811

812

813

814

815

816

817

818

819

820

821

822

823

824

825

826

827

828

829

830

831

832

833

834

835

836

837

838

839

840

841

842

843

844

845

846

847

848

849

850

851

852

853

854

855

856

857

858

859

860

861

862

863

864

865

866

867

868

869

870

871

872

873

874

875

876

877

878

879

880

881

882

883

884

885

886

887

888

889

890

891

892

893

894

895

896

897

898

899

900

901

902

903

904

905

906

907

908

909

910

911

912

913

914

915

916

917

918

919

920

921

922

923

924

925

926

927

928

929

930

931

932

933

934

935

936

937

938

939

940

941

942

943

944

945

946

947

948

949

950

951

952

953

954

955

956

957

958

959

960

961

962

963

964

965

966

967

968

969

970

971

972

973

974

975

976

977

978

979

980

981

982

983

984

985

986

987

988

989

990

991

992

993

994

995

996

997

998

999

1000

1001

1002

1003

1004

1005

1006

1007

1008

1009

1010

1011

1012

1013

1014

1015

1016

1017

1018

1019

1020

1021

1022

1023

1024

1025

1026

1027

1028

1029

1030

1031

1032

1033

1034

1035

1036

1037

1038

1039

1040

1041

1042

1043

1044

1045

1046

1047

1048

1049

1050

1051

1052

1053

1054

1055

1056

1057

1058

1059

1060

1061

1062

1063

1064

1065

1066

1067

1068

1069

1070

1071

1072

1073

1074

1075

1076

1077

1078

1079

1080

1081

1082

1083

1084

1085

1086

1087

1088

1089

1090

1091

1092

1093

1094

1095

1096

1097

1098

1099

1100

1101

1102

1103

1104

1105

1106

1107

1108

1109

1110

1111

1112

1113

1114

1115

1116

1117

1118

1119

1120

1121

1122

1123

1124

1125

1126

1127

1128

1129

1130

1131

1132

1133

1134

1135

1136

1137

1138

1139

1140

1141

1142

1143

1144

1145

1146

1147

1148

1149

1150

1151

1152

1153

1154

1155

1156

1157

1158

1159

1160

1161

1162

1163

1164

1165

1166

1167

1168

1169

1170

1171

1172

1173

1174

1175

1176

1177

1178

1179

1180

1181

1182

1183

1184

1185

1186

1187

1188

1189

1190

1191

1192

1193

1194

1195

1196

1197

1198

1199

1200

1201

1202

1203

1204

1205

1206

1207

1208

1209

1210

1211

1212

1213

1214

1215

1216

1217

1218

1219

1220

1221

1222

1223

1224

1225

1226

1227

1228

1229

1230

1231

1232

1233

1234

1235

1236

1237

1238

1239

1240

1241

1242

1243

1244

1245

1246

1247

1248

1249

1250

1251

1252

1253

1254

1255

1256

1257

1258

1259

1260

1261

1262

1263

1264

1265

1266

1267

1268

1269

1270

1271

1272

1273

1274

1275

1276

1277

1278

1279

1280

1281

1282

1283

1284

1285

1286

1287

1288

1289

1290

1291

1292

1293

1294

1295

1296

1297

1298

1299

1300

1301

1302

1303

1304

1305

1306

1307

1308

1309

1310

1311

1312

1313

1314

1315

1316

1317

1318

1319

1320

1321

1322

1323

1324

1325

1326

1327

1328

1329

1330

1331

1332

1333

1334

1335

1336

1337

1338

1339

1340

1341

1342

1343

1344

1345

1346

1347

1348

1349

1350

1351

1352

1 induces its customers to use the Accused Instrumentalities to infringe other claims  
2 of the '581 Patent. Each Defendant specifically intended and was aware that the  
3 normal and customary use of the Accused Instrumentalities on compatible systems  
4 would infringe the '581 Patent. Each Defendant performed the acts that constitute  
5 induced infringement, and would induce actual infringement, with the knowledge of  
6 the '581 Patent and with the knowledge, or willful blindness to the probability, that  
7 the induced acts would constitute infringement. On information and belief, each  
8 Defendant engaged in such inducement to promote the sales of the Accused  
9 Instrumentalities, *e.g.*, through its user manuals, product support, marketing  
10 materials, demonstrations, installation support, and training materials to actively  
11 induce the users of the accused products to infringe the '581 Patent. Accordingly,  
12 each Defendant has induced and continues to induce end users of the accused  
13 products to use the accused products in their ordinary and customary way with  
14 compatible systems to make and/or use systems infringing the '581 Patent, knowing  
15 that such use of the Accused Instrumentalities with compatible systems will result  
16 in infringement of the '581 Patent. For example, in the case of diskless My Cloud  
17 products, each Defendant induces end users to add one or more hard drives in order  
18 to make the product operable. Accordingly, each Defendant has been (since at least  
19 as of filing of the original complaint), and currently is, inducing infringement of the  
20 '581 Patent, in violation of 35 U.S.C. § 271(b).

21 20. Each Defendant has also infringed, and continues to infringe, claims of  
22 the '581 Patent by offering to commercially distribute, commercially distributing,  
23 making, and/or importing the Accused Instrumentalities, which are used in  
24 practicing the process, or using the systems, of the '581 Patent, and constitute a  
25 material part of the invention. Each Defendant knows the components in the  
26 Accused Instrumentalities to be especially made or especially adapted for use in  
27 infringement of the '581 Patent, not a staple article, and not a commodity of  
28 commerce suitable for substantial noninfringing use. For example, the ordinary way

1 of using the Accused Instrumentalities infringes the patent claims, and as such, is  
2 especially adapted for use in infringement. For another example, in the case of  
3 diskless My Cloud products, each end users must add one or more hard drives in  
4 order to make the product operable. Accordingly, each Defendant has been, and  
5 currently is, contributorily infringing the '581 Patent, in violation of 35 U.S.C. §  
6 271(c).

7 21. For similar reasons, each Defendant also infringes the '581 Patent by  
8 supplying or causing to be supplied in or from the United States all or a substantial  
9 portion of the components of the Accused Instrumentalities, where such components  
10 are uncombined in whole or in part, in such manner as to actively induce the  
11 combination of such components outside of the United States in a manner that would  
12 infringe the '581 Patent if such combination occurred within the United States. For  
13 example, each Defendant supplies or causes to be supplied in or from the United  
14 States all or a substantial portion of the hardware (e.g., My Cloud devices) and  
15 software (e.g., WD Backup, WD Sync, WD SmartWare) components of the Accused  
16 Instrumentalities in such a manner as to actively induce the combination of such  
17 components (e.g., by instructing users to combine multiple My Cloud devices into  
18 an infringing system) outside of the United States.

19 22. Each Defendant also indirectly infringes the '581 Patent by supplying  
20 or causing to be supplied in or from the United States components of the Accused  
21 Instrumentalities that are especially made or especially adapted for use in infringing  
22 the '581 Patent and are not a staple article or commodity of commerce suitable for  
23 substantial non-infringing use, and where such components are uncombined in  
24 whole or in part, knowing that such components are so made or adapted and  
25 intending that such components are combined outside of the United States in a  
26 manner that would infringe the '581 Patent if such combination occurred within the  
27 United States. Because the Accused Instrumentalities are designed to operate as the  
28 claimed system and apparatus, the Accused Instrumentalities have no substantial

1 non-infringing uses, and any other uses would be unusual, far-fetched, illusory,  
2 impractical, occasional, aberrant, or experimental. For example, each Defendant  
3 supplies or causes to be supplied in or from the United States all or a substantial  
4 portion of the hardware (e.g., separate My Cloud devices) and software (e.g., WD  
5 Backup, WD Sync, WD SmartWare) components that are especially made or  
6 especially adapted for use in the Accused Instrumentalities, where such hardware  
7 and software components are not staple articles or commodities of commerce  
8 suitable for substantial noninfringing use, knowing that such components are so  
9 made or adapted and intending that such components are combined outside of the  
10 United States, as evidenced by each Defendant’s own actions or instructions to users  
11 in, e.g., combining multiple My Cloud devices into infringing systems, and enabling  
12 and configuring the infringing functionalities of the Accused Instrumentalities.

13        23. As a result of Defendant's infringement of the '581 Patent, Plaintiff  
14 Data Scape is entitled to monetary damages in an amount adequate to compensate  
15 for each Defendant's infringement, but in no event less than a reasonable royalty for  
16 the use made of the invention by each Defendant, together with interest and costs as  
17 fixed by the Court.

## **COUNT II**

## **INFRINGEMENT OF U.S. PATENT NO. 7,720,929**

20           24. Plaintiff realleges and incorporates by reference the foregoing  
21 paragraphs, as if fully set forth herein.

22        25. Data Scape is the owner by assignment of United States Patent No.  
23        7,720,929 (“the ’929 Patent”), entitled “Communication System And Its Method and  
24        Communication Apparatus And Its Method.” The ’929 Patent was duly and legally  
25        issued by the United States Patent and Trademark Office on May 18, 2010. A true  
26        and correct copy of the ’929 Patent is included as Exhibit B.

27        26. Each Defendant has offered for sale, sold and/or imported into the  
28        United States products and services that infringe the '929 patent, and continues to

1 do so. By way of illustrative example, these infringing products and services include,  
2 without limitation, Defendant's products and services, *e.g.*, My Cloud devices, WD  
3 SmartWare software, WD Sync software, and all versions and variations thereof  
4 since the issuance of the '929 Patent ("Accused Instrumentalities").

5 27. Each Defendant has directly infringed and continues to infringe  
6 the '929 Patent, for example, by making, selling, offering for sale, and/or importing  
7 the Accused Instrumentalities, and through its own use and testing of the Accused  
8 Instrumentalities. Each Defendant uses the Accused Instrumentalities for its own  
9 internal non-testing business purposes, while testing the Accused Instrumentalities,  
10 and while providing technical support and repair services for the Accused  
11 Instrumentalities to its customers.

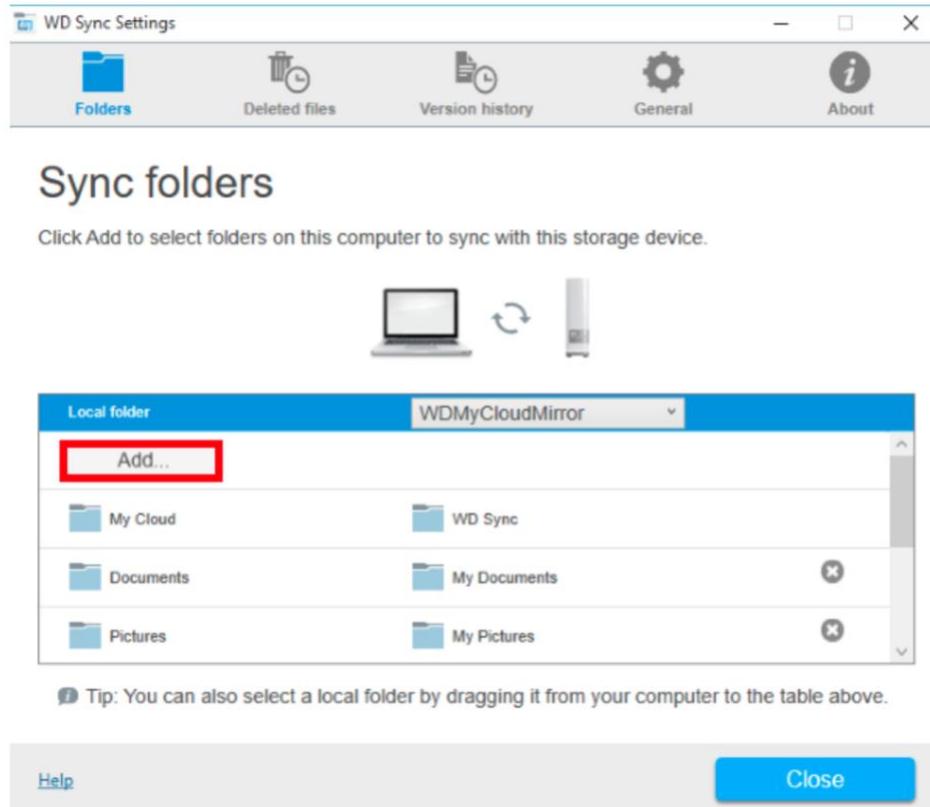
12 28. For example, the Accused Instrumentalities infringe Claim 1 (and other  
13 claims) of the '929 Patent. One non-limiting example of the Accused  
14 Instrumentalities' infringement is presented below:

15 29. The Accused Instrumentalities include "[a] communication system  
16 including a first apparatus having a first storage medium, and a second apparatus." For example, the Accused Instrumentalities include a communications system to  
17 transfer data stored on a storage medium on a second apparatus (*e.g.* a My Cloud  
18 server or a computer) to a first apparatus with a storage medium (*e.g.* a computer, a  
19 USB device, a cloud backup service, or a connected My Cloud server). *See, e.g.*,  
20 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395> ("WD Sync  
21 allows files to be synchronized across multiple computers connected to a My  
22 Cloud."); <https://www.wd.com/products/personal-cloud-storage/my-cloud.html>  
23 ("YOUR OWN PERSONAL CLOUD: With the My Cloud personal storage device,  
24 you're able to have reliable storage in one place for your photos, videos, important  
25 files – anything you save – and share it anywhere you have an internet connection.  
26 With the automatic backup and synchronization software, your content is up to date  
27 and accessible from all your devices."); WD My Cloud User Manual 4779-705140

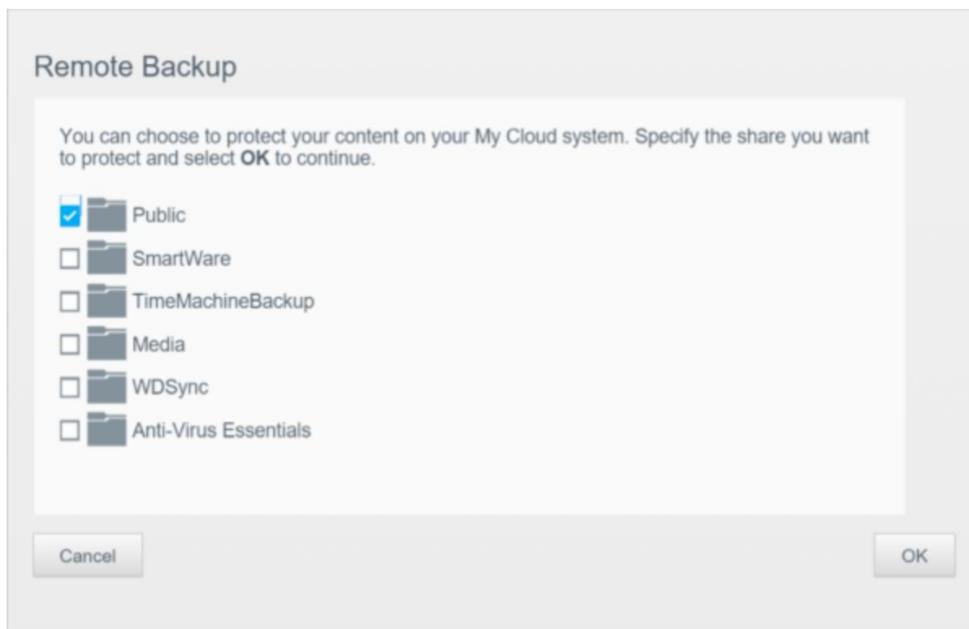
1 (“Remote Backups: This option allows you to back up your WD My Cloud device  
2 to another WD My Cloud device.”).

3       30. The Accused Instrumentalities include a second apparatus comprising:  
4 “a second storage medium configured to store management information of data to  
5 be transferred to said first storage medium.” For example, each My Cloud device  
6 includes one or more hard disk for management data, including identification of files  
7 configured for backup or synchronization, and identification of changes since the  
8 last backup or synchronization. *See, e.g.*, <https://www.wd.com/products/personal-cloud-storage/my-cloud.html> (“Everything in One Place: Centralize, organize and  
9 back up all your photos, videos and files in one reliable place. \*\*\* Capacity: 3TB,  
10 4TB, 6TB, 8TB”); <https://www.wd.com/products/network-attached-storage/my-cloud-expert-series-ex2-ultra.html> (“My Cloud EX2 Ultra comes pre-configured  
11 with WD Red hard drives, specifically built for NAS systems to provide improved  
12 performance within 24x7 environments.”); WD MyCloud User Manual 4779-  
13 705140 (“USB Backup—Allows you to back up your WD My Cloud device data to  
14 a USB device or to backup your USB device data to your WD My Cloud device.;  
15 Remote Backup—Allows you to backup WD My Cloud device data to another WD  
16 My Cloud device; Cloud Backup—Allows you to backup WD My Cloud device data  
17 to an external cloud backup service.”); My Cloud User Manual 4779-705103 (“Auto  
18 updates help keep your safepoint up to date with the content on your WD My Cloud  
19 device by copying changes since the last update.”); WD MyCloud User Manual  
20 4779-705140 (“Enter the following information to create a Remote backup job: \*\*\*  
21 Source Folder”; “From the drop-down menu, select the type of [Amazon S3 Cloud]  
22 backup you’d like to perform. Options include: \*\*\* • Full Backup: Creates a separate  
23 folder containing all of the backup data each time the backup is performed. •  
24 Incremental Backup: Overwrites files with source files that are newer than the target  
25 files.”); <https://support.wdc.com/knowledgebase/answer.aspx?ID=16780&lang=en>  
26 (“WD Sync allows files to be copied from a computer onto a My Cloud Network  
27  
28

1 Attached Storage device. Adding, deleting or modifying files in one location will  
2 lead to the same changes being applied to the other locations.");  
3 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395>:



17 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11807>:



1       31. The Accused Instrumentalities further include a second apparatus  
2 comprising “a communicator configured to communicate with said first apparatus.”  
3 For example, each My Cloud device includes hardware and software to  
4 communicate with computers, mobile devices, and other external apparatuses over  
5 LAN or Internet connections. *See, e.g.*, <https://www.wd.com/products/personal-cloud-storage/my-cloud.html> (“Access Anywhere: Access and share all your  
6 favorite photos and videos using your computer, tablet and smartphone from  
7 anywhere you have an Internet connection. \*\*\* Interface: Gigabit Ethernet”).

8       32. The Accused Instrumentalities further include a second apparatus  
9 comprising “a detector configured to detect whether said first apparatus and a second  
10 apparatus are connected.” For example, the My Cloud device detects whether the  
11 sync or backup target is connected before beginning a sync or backup operation. *See,*  
12 *e.g.* <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395> (“WD Sync  
13 allows files to be synchronized across multiple computers connected to a My  
14 Cloud.”);

15       <https://support.wdc.com/knowledgebase/answer.aspx?ID=17824&lang=en>  
16 (“Remote Access and Network connection failures can occur for many reasons: ISP  
17 or Router blocking UDP/TCP ports; Router does not support UPnP or UPnP is  
18 disabled; Domain Name Resolution issues”);  
19

20       <https://support.wdc.com/knowledgebase/answer.aspx?ID=10428>:

21

22

23

24

25

26

27

28

1           10. Turning the *Auto Update* On will provide a user with the option to decide how often to  
 2           update the device's backup.  
 3           It can be done Daily, Weekly and Monthly. When ready to proceed, click on *Next*.

4

5           Create a Safepoint

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1           Name \*           Safepoint

2           Description

3           Auto Update:    ON

4           Frequency:      

5           Time:           12  AM

6           \* Required

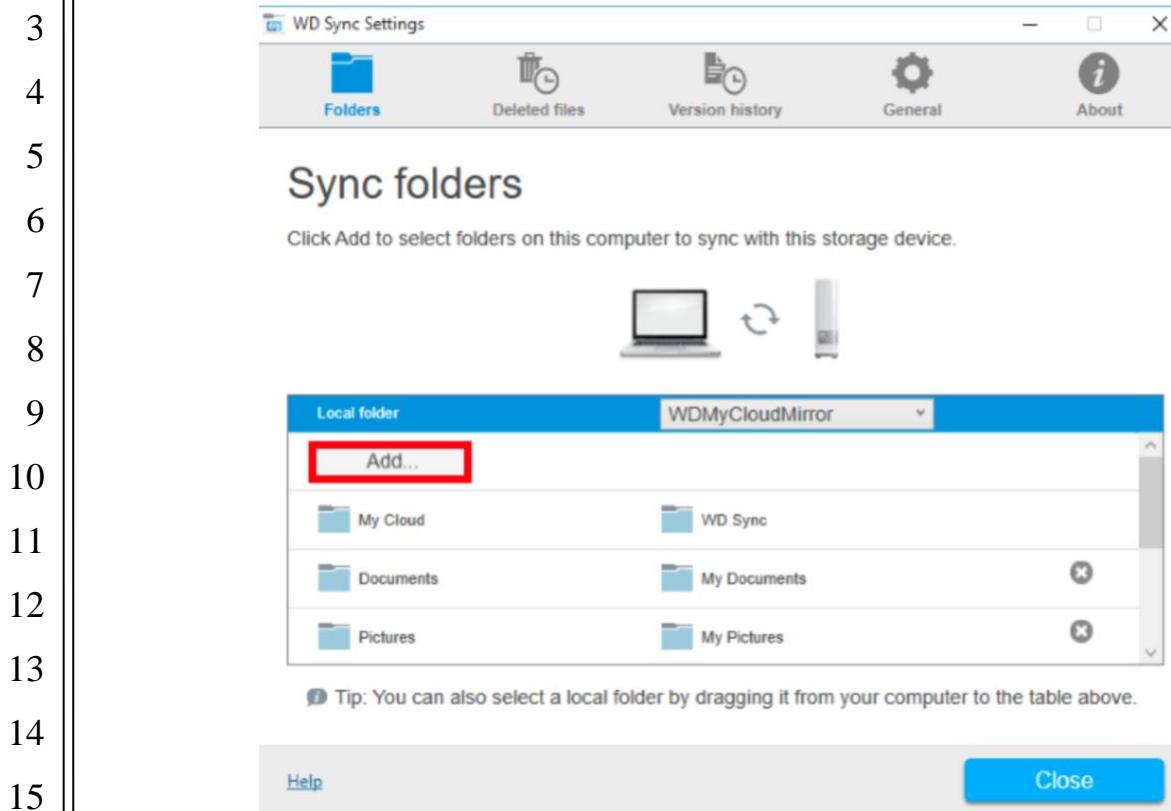
7           Back           Cancel           

12           33. The Accused Instrumentalities further include a second apparatus  
 13 comprising “an editor configured to select certain data to be transferred and to edit  
 14 said management information based on said selection without regard to the  
 15 connection of said first apparatus.” For example, a user can choose which files or  
 16 folders will be transferred to another device, e.g. which files will be synced or backed  
 17 up. *See, e.g.*,

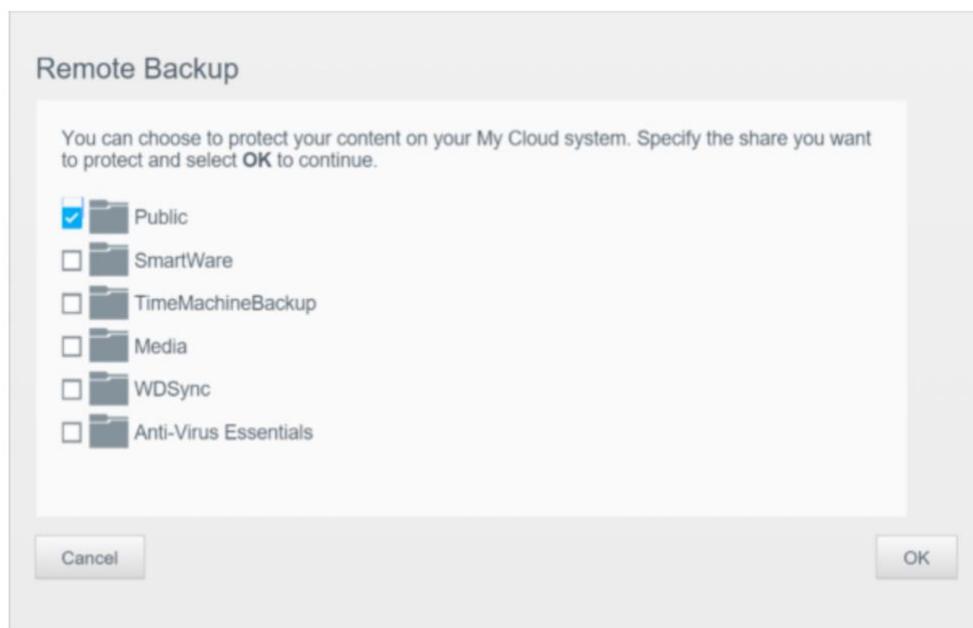
18 <https://support.wdc.com/knowledgebase/answer.aspx?ID=16780&lang=en> (“WD  
 19 Sync allows files to be copied from a computer onto a My Cloud Network Attached  
 20 Storage device. Adding, deleting or modifying files in one location will lead to the

1 same changes being applied to the other locations.”);

2 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395>:



16 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11807>:



34. The Accused Instrumentalities further include a second apparatus comprising “a controller configured to control transfer of the selected data stored in

1 said second apparatus to said first apparatus via said communicator based on said  
2 management information edited by said editor when said detector detects that said  
3 first apparatus and said second apparatus are connected.” For example, when the My  
4 Cloud server is connected to a WD Sync client, the server transfers all changes to  
5 the client; likewise, the My Cloud server automatically transfers backup data to  
6 configured backup targets. *See, e.g.*, My Cloud User Manual 4779-705147 (“After  
7 that, the WD Sync software automatically updates any changes to the file, at any  
8 location, on the other configured devices.”);

9 <https://support.wdc.com/knowledgebase/answer.aspx?ID=10428>:

10 10. Turning the *Auto Update* On will provide a user with the option to decide how often to  
11 update the device's backup.  
12 It can be done Daily, Weekly and Monthly. When ready to proceed, click on *Next*.

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

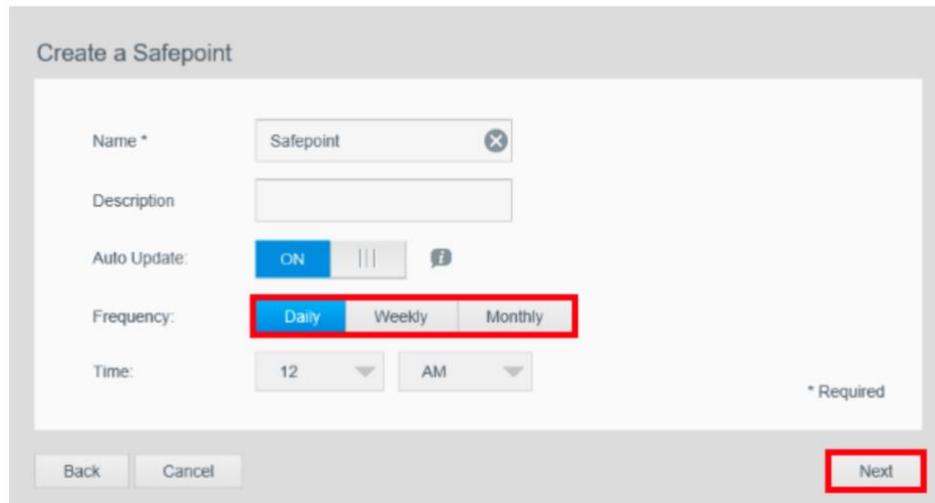
28

**Create a Safepoint**

Name *	Safepoint
Description	
Auto Update:	ON
Frequency:	<b>Daily</b> Weekly Monthly
Time:	12 AM

\* Required

Back Cancel Next



35. The Accused Instrumentalities further include a second apparatus “wherein said controller is configured to compare said management information edited by said editor with management information of data stored in said first storage medium and to transmit data in said second apparatus based on result of the comparison.” For example, the My Cloud system identifies files that are not present on the remote system because they have been changed or updated locally. *See, e.g.*, My Cloud User Manual 4779-705103 (“Auto updates help keep your safepoint up

1 to date with the content on your WD My Cloud device by copying changes since the  
2 last update.”).

3       36. Each Defendant has had knowledge of the '929 Patent and its  
4 infringement since at least the filing of the original Complaint in this action, or  
5 shortly thereafter, including by way of this lawsuit. By the time of trial, each  
6 Defendant will have known and intended (since receiving such notice) that its  
7 continued actions would actively induce and contribute to the infringement of the  
8 claims of the '929 Patent.

9       37. Each Defendant's affirmative acts of making, using, selling, offering  
10 for sale, and/or importing the Accused Instrumentalities have induced and continue  
11 to induce users of the Accused Instrumentalities to use the Accused Instrumentalities  
12 in their normal and customary way to infringe the claims of the '929 Patent. Use of  
13 the Accused Instrumentalities in their ordinary and customary fashion results in  
14 infringement of the claims of the '929 Patent.

15       38. For example, each Defendant explains to customers the benefits of  
16 using the Accused Instrumentalities, such as by touting their advantages of data  
17 backup or synchronization using the accused functionalities. Each Defendant also  
18 induces its customers to use the Accused Instrumentalities to infringe other claims  
19 of the '929 Patent. Each Defendant specifically intended and was aware that the  
20 normal and customary use of the Accused Instrumentalities on compatible systems  
21 would infringe the '929 Patent. Each Defendant performed the acts that constitute  
22 induced infringement, and would induce actual infringement, with the knowledge of  
23 the '929 Patent and with the knowledge, or willful blindness to the probability, that  
24 the induced acts would constitute infringement. On information and belief, each  
25 Defendant engaged in such inducement to promote the sales of the Accused  
26 Instrumentalities, *e.g.*, through its user manuals, product support, marketing  
27 materials, demonstrations, installation support, and training materials to actively  
28 induce the users of the accused products to infringe the '929 Patent. Accordingly,

1 each Defendant has induced and continues to induce end users of the accused  
2 products to use the accused products in their ordinary and customary way with  
3 compatible systems to make and/or use systems infringing the '929 Patent, knowing  
4 that such use of the Accused Instrumentalities with compatible systems will result  
5 in infringement of the '929 Patent. For example, in the case of diskless My Cloud  
6 products, each Defendant induces end users to add one or more hard drives in order  
7 to make the product operable. Accordingly, each Defendant has been (since at least  
8 as of filing of the original complaint), and currently is, inducing infringement of  
9 the '929 Patent, in violation of 35 U.S.C. § 271(b).

10       39. Each Defendant has also infringed, and continues to infringe, claims of  
11 the '929 Patent by offering to commercially distribute, commercially distributing,  
12 making, and/or importing the Accused Instrumentalities, which are used in  
13 practicing the process, or using the systems, of the '929 Patent, and constitute a  
14 material part of the invention. Defendant knows the components in the Accused  
15 Instrumentalities to be especially made or especially adapted for use in infringement  
16 of the '929 Patent, not a staple article, and not a commodity of commerce suitable  
17 for substantial noninfringing use. For example, the ordinary way of using the  
18 Accused Instrumentalities infringes the patent claims, and as such, is especially  
19 adapted for use in infringement. For another example, in the case of diskless My  
20 Cloud products, each end users must add one or more hard drives in order to make  
21 the product operable. Accordingly, each Defendant has been, and currently is,  
22 contributorily infringing the '929 Patent, in violation of 35 U.S.C. § 271(c).

23       40. For similar reasons, each Defendant also infringes the '929 Patent by  
24 supplying or causing to be supplied in or from the United States all or a substantial  
25 portion of the components of the Accused Instrumentalities, where such components  
26 are uncombined in whole or in part, in such manner as to actively induce the  
27 combination of such components outside of the United States in a manner that would  
28 infringe the '929 Patent if such combination occurred within the United States. For

1 example, each Defendant supplies or causes to be supplied in or from the United  
2 States all or a substantial portion of the hardware (e.g., My Cloud devices) and  
3 software (e.g., WD Backup, WD Sync, WD SmartWare) components of the Accused  
4 Instrumentalities in such a manner as to actively induce the combination of such  
5 components (e.g., by instructing users to combine multiple My Cloud devices into  
6 an infringing system) outside of the United States.

7 41. Each Defendant also indirectly infringes the '929 Patent by supplying  
8 or causing to be supplied in or from the United States components of the Accused  
9 Instrumentalities that are especially made or especially adapted for use in infringing  
10 the '929 Patent and are not a staple article or commodity of commerce suitable for  
11 substantial non-infringing use, and where such components are uncombined in  
12 whole or in part, knowing that such components are so made or adapted and  
13 intending that such components are combined outside of the United States in a  
14 manner that would infringe the '929 Patent if such combination occurred within the  
15 United States. Because the Accused Instrumentalities are designed to operate as the  
16 claimed system and apparatus, the Accused Instrumentalities have no substantial  
17 non-infringing uses, and any other uses would be unusual, far-fetched, illusory,  
18 impractical, occasional, aberrant, or experimental. For example, each Defendant  
19 supplies or causes to be supplied in or from the United States all or a substantial  
20 portion of the hardware (e.g., separate My Cloud devices) and software (e.g., WD  
21 Backup, WD Sync, WD SmartWare) components that are especially made or  
22 especially adapted for use in the Accused Instrumentalities, where such hardware  
23 and software components are not staple articles or commodities of commerce  
24 suitable for substantial noninfringing use, knowing that such components are so  
25 made or adapted and intending that such components are combined outside of the  
26 United States, as evidenced by each Defendant's own actions or instructions to users  
27 in, e.g., combining multiple My Cloud devices into infringing systems, and enabling  
28 and configuring the infringing functionalities of the Accused Instrumentalities.

1       42. As a result of Defendant's infringement of the '929 Patent, Plaintiff  
2 Data Scape is entitled to monetary damages in an amount adequate to compensate  
3 for each Defendant's infringement, but in no event less than a reasonable royalty for  
4 the use made of the invention by each Defendant, together with interest and costs as  
5 fixed by the Court.

### COUNT III

## **INFRINGEMENT OF U.S. PATENT NO. 7,617,537**

8       43. Plaintiff realleges and incorporates by reference the foregoing  
9 paragraphs, as if fully set forth herein.

10           44. Data Scape is the owner by assignment of United States Patent No.  
11 7,617,537 (“the ’537 Patent”), entitled “Communication System And Its Method and  
12 Communication Apparatus And Its Method.” The ’537 Patent was duly and legally  
13 issued by the United States Patent and Trademark Office on November 10, 2009. A  
14 true and correct copy of the ’537 Patent is included as Exhibit C.

15        45. Each Defendant has offered for sale, sold and/or imported into the  
16 United States products and services that infringe the '537 patent, and continues to  
17 do so. By way of illustrative example, these infringing products and services include,  
18 without limitation, Defendant's products and services, *e.g.*, My Cloud devices, WD  
19 SmartWare software, WD Sync software, and all versions and variations thereof  
20 since the issuance of the '537 Patent ("Accused Instrumentalities").

21       46. Each Defendant has directly infringed and continues to infringe the  
22 '537 Patent, for example, by making, selling, offering for sale, and/or importing the  
23 Accused Instrumentalities, and through its own use and testing of the Accused  
24 Instrumentalities. Each Defendant uses the Accused Instrumentalities for its own  
25 internal non-testing business purposes, while testing the Accused Instrumentalities,  
26 and while providing technical support and repair services for the Accused  
27 Instrumentalities to its customers.

1           47. For example, the Accused Instrumentalities infringe Claim 43 (and  
2 other claims) of the '537 Patent. One non-limiting example of the Accused  
3 Instrumentalities' infringement is presented below:

4           48. The Accused Instrumentalities include “[a] computer readable storage  
5 medium encoded with computer program instructions executable by a computer to  
6 implement a method of transferring content data to a first apparatus from a second  
7 apparatus.” For example, the Accused Instrumentalities include instructions for  
8 transferring content data, as described below.

9           49. The Accused Instrumentalities include instructions that “judge whether  
10 said first apparatus and said second apparatus are connected.” For example, the My  
11 Cloud device detects whether the sync or backup target is connected before  
12 beginning a sync or backup operation. *See, e.g.*

13 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395> (“WD Sync  
14 allows files to be synchronized across multiple computers connected to a My  
15 Cloud.”);

16 <https://support.wdc.com/knowledgebase/answer.aspx?ID=17824&lang=en>  
17 (“Remote Access and Network connection failures can occur for many reasons: ISP  
18 or Router blocking UDP/TCP ports; Router does not support UPnP or UPnP is

1 disabled; Domain Name Resolution issues”);

2 <https://support.wdc.com/knowledgebase/answer.aspx?ID=10428>:

3 10. Turning the *Auto Update* On will provide a user with the option to decide how often to  
4 update the device’s backup.

5 It can be done Daily, Weekly and Monthly. When ready to proceed, click on *Next*.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504

505

506

507

508

509

510

511

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

534

535

536

537

538

539

540

541

542

543

544

545

546

547

548

549

550

551

552

553

554

555

556

557

558

559

560

561

562

563

564

565

566

567

568

569

570

571

572

573

574

575

576

577

578

579

580

581

582

583

584

585

586

587

588

589

590

591

592

593

594

595

596

597

598

599

600

601

602

603

604

605

606

607

608

609

610

611

612

613

614

615

616

617

618

619

620

621

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651

652

653

654

655

656

657

658

659

660

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

677

678

679

680

681

682

683

684

685

686

687

688

689

690

691

692

693

694

695

696

697

698

699

700

701

702

703

704

705

706

707

708

709

710

711

712

713

714

715

716

717

718

719

720

721

722

723

724

725

726

727

728

729

730

731

732

733

734

735

736

737

738

739

740

741

742

743

744

745

746

747

748

749

750

751

752

753

754

755

756

757

758

759

760

761

762

763

764

765

766

767

768

769

770

771

772

773

774

775

776

777

778

779

780

781

782

783

784

785

786

787

788

789

790

791

792

793

794

795

796

797

798

799

800

801

802

803

804

805

806

807

808

809

810

811

812

813

814

815

816

817

818

819

820

821

822

823

824

825

826

827

828

829

830

831

832

833

834

835

836

837

838

839

840

841

842

843

844

845

846

847

848

849

850

851

852

853

854

855

856

857

858

859

860

861

862

863

864

865

866

867

868

869

870

871

872

873

874

875

876

877

878

879

880

881

882

883

884

885

886

887

888

889

890

891

892

893

894

895

896

897

898

899

900

901

902

903

904

905

906

907

908

909

910

911

912

913

914

915

916

917

918

919

920

921

922

923

924

925

926

927

928

929

930

931

932

933

934

935

936

937

938

939

940

941

942

943

944

945

946

947

948

949

950

951

952

953

954

955

956

957

958

959

960

961

962

963

964

965

966

967

968

969

970

971

972

973

974

975

976

977

978

979

980

981

982

983

984

985

986

987

988

989

990

991

992

993

994

995

996

997

998

999

1000

1001

1002

1003

1004

1005

1006

1007

1008

1009

1010

1011

1012

1013

1014

1015

1016

1017

1018

1019

1020

1021

1022

1023

1024

1025

1026

1027

1028

1029

1030

1031

1032

1033

1034

1035

1036

1037

1038

1039

1040

1041

1042

1043

1044

1045

1046

1047

1048

1049

1050

1051

1052

1053

1054

1055

1056

1057

1058

1059

1060

1061

1062

1063

1064

1065

1066

1067

1068

1069

1070

1071

1072

1073

1074

1075

1076

1077

1078

1079

1080

1081

1082

1083

1084

1085

1086

1087

1088

1089

1090

1091

1092

1093

1094

1095

1096

1097

1098

1099

1100

1101

1102

1103

1104

1105

1106

1107

1108

1109

1110

1111

1112

1113

1114

1115

1116

1117

1118

1119

1120

1121

1122

1123

1124

1125

1126

1127

1128

1129

1130

1131

1132

1133

1134

1135

1136

1137

1138

1139

1140

1141

1142

1143

1144

1145

1146

1147

1148

1149

1150

1151

1152

1153

1154

1155

1156

1157

1158

1159

1160

1161

1162

1163

1164

1165

1166

1167

1168

1169

1170

1171

1172

1173

1174

1175

1176

1177

1178

1179

1180

1181

1182

1183

1184

1185

1186

1187

1188

1189

1190

1191

1192

1193

1194

1195

1196

1197

1198

1199

1200

1201

1202

1203

1204

1205

1206

1207

1208

1209

1210

1211

1212

1213

1214

1215

1216

1217

1218

1219

1220

1221

1222

1223

1224

1225

1226

1227

1228

1229

1230

1231

1232

1233

1234

1235

1236

1237

1238

1239

1240

1241

1242

1243

1244

1245

1246

1247

1248

1249

1250

1251

1252

1253

1254

1255

1256

1257

1258

1259

1260

1261

1262

1263

1264

1265

1266

1267

1268

1269

1270

1271

1272

1273

1274

1275

1276

1277

1278

1279

1280

1281

1282

1283

1284

1285

1286

1287

1288

1289

1290

1291

1292

1293

1294

1295

1296

1297

1298

1299

1300

1301

1302

1303

1304

1305

1306

1307

1308

1309

1310

1311

1312

1313

1314

1315

1316

1317

1318

1319

1320

1321

1322

1323

1324

1325

1326

1327

1328

1329

1330

1331

1332

1333

1334

1335

1336

1337

1338

1339

1340

1341

1342

1343

1344

1345

1346

1347

1348

1349

1350

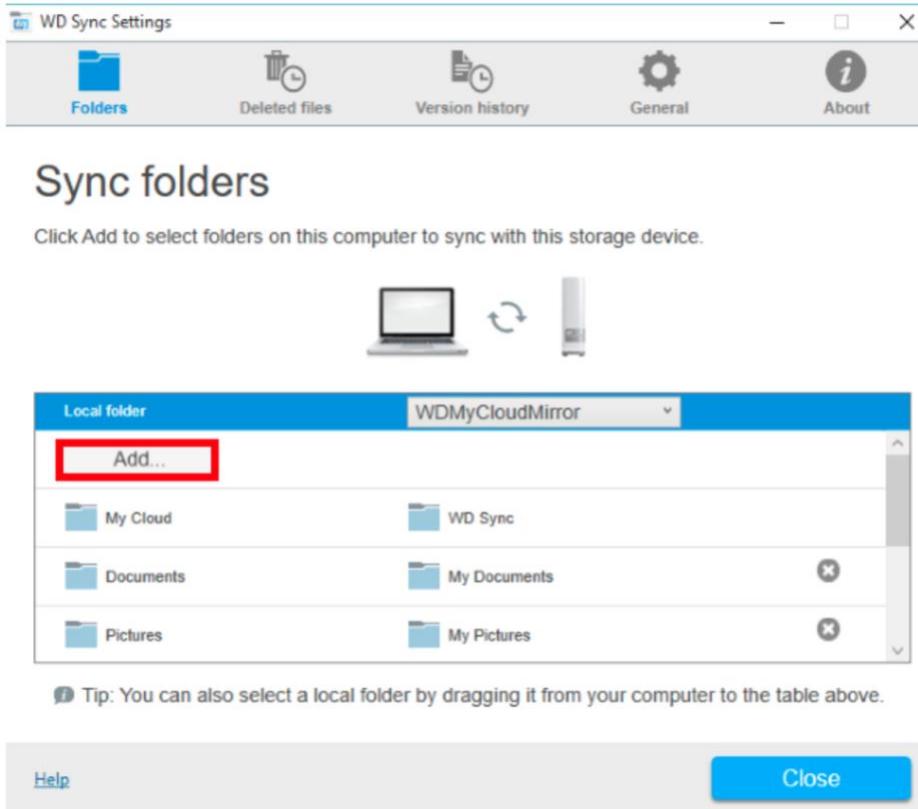
1351

1352

1353

1

1 Incremental Backup: Overwrites files with source files that are newer then the target  
 2 files.”); <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395>:



16 51. The Accused Instrumentalities include instructions that “compare,  
 17 when said identifier of said first apparatus corresponds to said identifier stored in  
 18 said second apparatus, a first list of content data of said first apparatus and a second  
 19 list of content data of said second apparatus.” For example, the My Cloud device  
 20 identifies a list of content that has not been previously synced or backed up to the  
 21 uniquely identified first apparatus. *See, e.g.,*  
 22 <https://support.wdc.com/knowledgebase/answer.aspx?ID=16780&lang=en> (“WD  
 23 Sync allows files to be copied from a computer onto a My Cloud Network Attached  
 24 Storage device. Adding, deleting or modifying files in one location will lead to the  
 25 same changes being applied to the other locations.”); My Cloud User Manual 4779-  
 26 705103 (“Auto updates help keep your safepoint up to date with the content on your  
 27 WD My Cloud device by copying changes since the last update.”); My Cloud User  
 28

Manual 4779-705147 (“After that, the WD Sync software automatically updates any changes to the file, at any location, on the other configured devices.”)

52. The Accused Instrumentalities include instructions to “transfer first content data, from the second apparatus to the first apparatus, which is registered in said second list and is not registered in said first list.” For example, when the My Cloud device is connected to a WD Sync client, the server transfers all changes to the client; likewise, the My Cloud server automatically transfers backup data to configured backup targets that has not previously been transferred. *See, e.g.*, <https://support.wdc.com/knowledgebase/answer.aspx?ID=16780&lang=en> (“WD Sync allows files to be copied from a computer onto a My Cloud Network Attached Storage device. Adding, deleting or modifying files in one location will lead to the same changes being applied to the other locations.”); My Cloud User Manual 4779-705103 (“Auto updates help keep your safepoint up to date with the content on your WD My Cloud device by copying changes since the last update.”); My Cloud User Manual 4779-705147 (“After that, the WD Sync software automatically updates any changes to the file, at any location, on the other configured devices.”);

<https://support.wdc.com/knowledgebase/answer.aspx?ID=10428>

10. Turning the **Auto Update** On will provide a user with the option to decide how often to update the device's backup.

It can be done Daily, Weekly and Monthly. When ready to proceed, click on *Next*.

### Create a Safepoint

Name \*  X

Description

Auto Update: ON ||| i

Frequency: Daily Weekly Monthly

Time: 12 AM

\* Required

Back Cancel Next

1       53. The Accused Instrumentalities include instructions to “delete second  
2 content data, from the first apparatus, which is registered in said first list and is not  
3 registered in said second list.” For example, the My Cloud device will automatically  
4 synchronize deletions. *See, e.g.*,

[5 https://support.wdc.com/knowledgebase/answer.aspx?ID=11395:](https://support.wdc.com/knowledgebase/answer.aspx?ID=11395)

**Critical:** This folder will now be synchronized with a folder of the same name inside My Cloud storage device. Be aware that data that is deleted on the folder will also be deleted on the My Cloud, while files deleted on the My Cloud WD Sync folder will also be deleted on the computer side as well. This is not a backup software. While the WD Sync does have ways to restore files that have been deleted, **caution is advised when deleting data from a synced folder in order to avoid possible data loss.**

13        54. Each Defendant has had knowledge of the '537 Patent and its  
14 infringement since at least the filing of the original Complaint in this action, or  
15 shortly thereafter, including by way of this lawsuit. By the time of trial, each  
16 Defendant will have known and intended (since receiving such notice) that its  
17 continued actions would actively induce and contribute to the infringement of the  
18 claims of the '537 Patent.

19        55. Each Defendant's affirmative acts of making, using, selling, offering  
20 for sale, and/or importing the Accused Instrumentalities have induced and continue  
21 to induce users of the Accused Instrumentalities to use the Accused Instrumentalities  
22 in their normal and customary way to infringe the claims of the '537 Patent. Use of  
23 the Accused Instrumentalities in their ordinary and customary fashion results in  
24 infringement of the claims of the '537 Patent.

25        56. For example, each Defendant explains to customers the benefits of  
26 using the Accused Instrumentalities, such as by touting their advantages of data  
27 backup or synchronization using the accused functionalities. Each Defendant also  
28 induces its customers to use the Accused Instrumentalities to infringe other claims

1 of the '537 Patent. Each Defendant specifically intended and was aware that the  
2 normal and customary use of the Accused Instrumentalities on compatible systems  
3 would infringe the '537 Patent. Each Defendant performed the acts that constitute  
4 induced infringement, and would induce actual infringement, with the knowledge of  
5 the '537 Patent and with the knowledge, or willful blindness to the probability, that  
6 the induced acts would constitute infringement. On information and belief, each  
7 Defendant engaged in such inducement to promote the sales of the Accused  
8 Instrumentalities, *e.g.*, through its user manuals, product support, marketing  
9 materials, demonstrations, installation support, and training materials to actively  
10 induce the users of the accused products to infringe the '537 Patent. Accordingly,  
11 each Defendant has induced and continues to induce end users of the accused  
12 products to use the accused products in their ordinary and customary way with  
13 compatible systems to make and/or use systems infringing the '537 Patent, knowing  
14 that such use of the Accused Instrumentalities with compatible systems will result  
15 in infringement of the '537 Patent. For example, in the case of diskless My Cloud  
16 products, each Defendant induces end users to add one or more hard drives in order  
17 to make the product operable. Accordingly, each Defendant has been (since at least  
18 as of filing of the original complaint), and currently is, inducing infringement of the  
19 '537 Patent, in violation of 35 U.S.C. § 271(b).

20 57. Each Defendant has also infringed, and continues to infringe, claims of  
21 the '537 Patent by offering to commercially distribute, commercially distributing,  
22 making, and/or importing the Accused Instrumentalities, which are used in  
23 practicing the process, or using the systems, of the '537 Patent, and constitute a  
24 material part of the invention. Defendant knows the components in the Accused  
25 Instrumentalities to be especially made or especially adapted for use in infringement  
26 of the '537 Patent, not a staple article, and not a commodity of commerce suitable  
27 for substantial noninfringing use. For example, the ordinary way of using the  
28 Accused Instrumentalities infringes the patent claims, and as such, is especially

1 adapted for use in infringement. For another example, in the case of diskless My  
2 Cloud products, each end users must add one or more hard drives in order to make  
3 the product operable. Accordingly, each Defendant has been, and currently is,  
4 contributorily infringing the '537 Patent, in violation of 35 U.S.C. § 271(c).

5 58. For similar reasons, each Defendant also infringes the '537 Patent by  
6 supplying or causing to be supplied in or from the United States all or a substantial  
7 portion of the components of the Accused Instrumentalities, where such components  
8 are uncombined in whole or in part, in such manner as to actively induce the  
9 combination of such components outside of the United States in a manner that would  
10 infringe the '537 Patent if such combination occurred within the United States. For  
11 example, each Defendant supplies or causes to be supplied in or from the United  
12 States all or a substantial portion of the hardware (e.g., My Cloud devices) and  
13 software (e.g., WD Backup, WD Sync, WD SmartWare) components of the Accused  
14 Instrumentalities in such a manner as to actively induce the combination of such  
15 components (e.g., by instructing users to combine multiple My Cloud devices into  
16 an infringing system) outside of the United States.

17 59. Each Defendant also indirectly infringes the '537 Patent by supplying  
18 or causing to be supplied in or from the United States components of the Accused  
19 Instrumentalities that are especially made or especially adapted for use in infringing  
20 the '537 Patent and are not a staple article or commodity of commerce suitable for  
21 substantial non-infringing use, and where such components are uncombined in  
22 whole or in part, knowing that such components are so made or adapted and  
23 intending that such components are combined outside of the United States in a  
24 manner that would infringe the '537 Patent if such combination occurred within the  
25 United States. Because the Accused Instrumentalities are designed to operate as the  
26 claimed system and apparatus, the Accused Instrumentalities have no substantial  
27 non-infringing uses, and any other uses would be unusual, far-fetched, illusory,  
28 impractical, occasional, aberrant, or experimental. For example, each Defendant

1 supplies or causes to be supplied in or from the United States all or a substantial  
2 portion of the hardware (e.g., separate My Cloud devices) and software (e.g., WD  
3 Backup, WD Sync, WD SmartWare) components that are especially made or  
4 especially adapted for use in the Accused Instrumentalities, where such hardware  
5 and software components are not staple articles or commodities of commerce  
6 suitable for substantial noninfringing use, knowing that such components are so  
7 made or adapted and intending that such components are combined outside of the  
8 United States, as evidenced by each Defendant's own actions or instructions to users  
9 in, e.g., combining multiple My Cloud devices into infringing systems, and enabling  
10 and configuring the infringing functionalities of the Accused Instrumentalities.

11       60. As a result of Defendant's infringement of the '537 Patent, Plaintiff  
12 Data Scape is entitled to monetary damages in an amount adequate to compensate  
13 for each Defendant's infringement, but in no event less than a reasonable royalty for  
14 the use made of the invention by each Defendant, together with interest and costs as  
15 fixed by the Court.

## **COUNT IV**

## **INFRINGEMENT OF U.S. PATENT NO. 9,715,893**

18       61. Plaintiff realleges and incorporates by reference the foregoing  
19 paragraphs, as if fully set forth herein.

20        62. Data Scape is the owner by assignment of United States Patent No.  
21        9,715,893 (“the ’893 Patent”), entitled “Recording Apparatus, Server Apparatus,  
22        Recording Method, Program and Storage Medium.” The ’893 Patent was duly and  
23        legally issued by the United States Patent and Trademark Office on July 25, 2017.  
24        A true and correct copy of the ’893 Patent is included as Exhibit D.

25        63. Each Defendant has offered for sale, sold and/or imported into the  
26 United States products and services that infringe the '893 patent, and continues to  
27 do so. By way of illustrative example, these infringing products and services include,  
28 without limitation, Defendant's products and services, *e.g.*, My Cloud devices, and

1 all versions and variations thereof since the issuance of the '893 Patent ("Accused  
2 Instrumentalities").

3 64. Each Defendant has directly infringed and continues to infringe  
4 the '893 Patent, for example, by making, selling, offering for sale, and/or importing  
5 the Accused Instrumentalities, and through its own use and testing of the Accused  
6 Instrumentalities. Each Defendant uses the Accused Instrumentalities for its own  
7 internal non-testing business purposes, while testing the Accused Instrumentalities,  
8 and while providing technical support and repair services for the Accused  
9 Instrumentalities to its customers.

10 65. For example, the Accused Instrumentalities infringe Claim 1 (and other  
11 claims) of the '893 Patent. One non-limiting example of the Accused  
12 Instrumentalities' infringement is presented below:

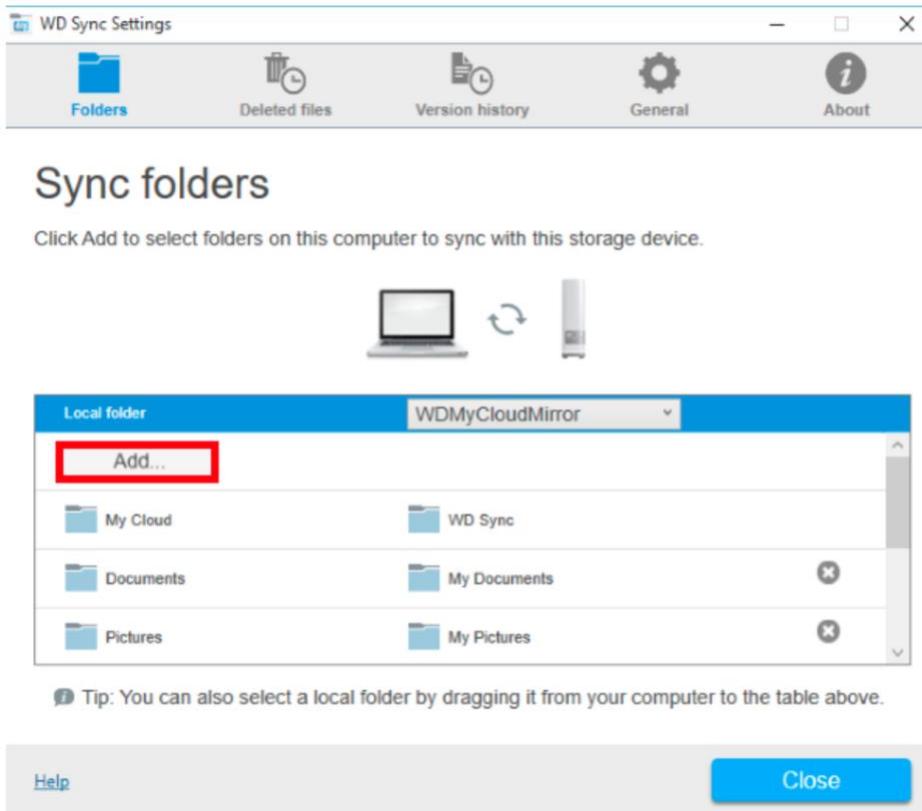
13 66. The Accused Instrumentalities include "[a] non-transitory computer-  
14 readable storage medium storing instructions which, when executed by a computer,  
15 cause the computer to perform a method of an information processing apparatus for  
16 transferring data." For example, the Accused Instrumentalities include instructions  
17 for transferring data in the manner described below.

18 67. The Accused Instrumentalities include instructions for "automatically  
19 reading first management data from a first storage medium, the first management  
20 data identifying files of source data stored on the first storage medium." For  
21 example, each My Cloud device includes one or more hard disk for management  
22 data, including identification of files configured for backup or synchronization, and  
23 identification of changes since the last backup or synchronization. *See, e.g.,*  
24 <https://www.wd.com/products/personal-cloud-storage/my-cloud.html> ("Everything  
25 in One Place: Centralize, organize and back up all your photos, videos and files in  
26 one reliable place. \*\*\* Capacity: 3TB, 4TB, 6TB, 8TB");  
27 <https://www.wd.com/products/network-attached-storage/my-cloud-expert-series-ex2-ultra.html> ("My Cloud EX2 Ultra comes pre-configured with WD Red hard

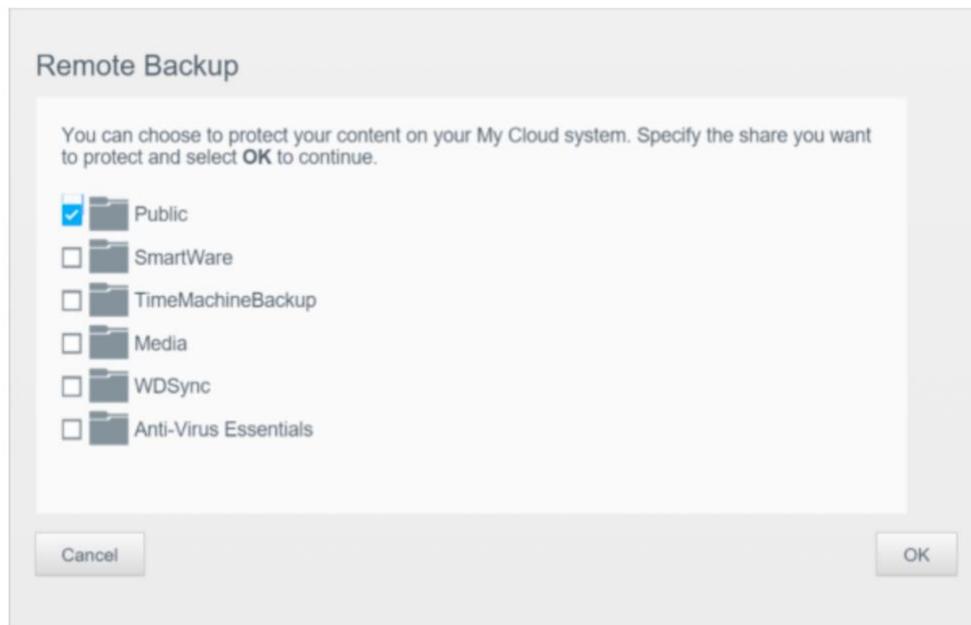
1 drives, specifically built for NAS systems to provide improved performance within  
2 24x7 environments.”); WD MyCloud User Manual 4779-705140 (“USB Backup—  
3 Allows you to back up your WD My Cloud device data to a USB device or to backup  
4 your USB device data to your WD My Cloud device.; Remote Backup—Allows you  
5 to backup WD My Cloud device data to another WD My Cloud device; Cloud  
6 Backup—Allows you to backup WD My Cloud device data to an external cloud  
7 backup service.”); My Cloud User Manual 4779-705103 (“Auto updates help keep  
8 your safepoint up to date with the content on your WD My Cloud device by copying  
9 changes since the last update.”); WD MyCloud User Manual 4779-705140 (“Enter  
10 the following information to create a Remote backup job: \*\*\* Source Folder”;  
11 “From the drop-down menu, select the type of [Amazon S3 Cloud] backup you’d  
12 like to perform. Options include: \*\*\* • Full Backup: Creates a separate folder  
13 containing all of the backup data each time the backup is performed. • Incremental  
14 Backup: Overwrites files with source files that are newer then the target files.”);  
15 <https://support.wdc.com/knowledgebase/answer.aspx?ID=16780&lang=en> (“WD  
16 Sync allows files to be copied from a computer onto a My Cloud Network Attached  
17 Storage device. Adding, deleting or modifying files in one location will lead to the  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 same changes being applied to the other locations.");

2 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11395>:



16 <https://support.wdc.com/knowledgebase/answer.aspx?ID=11807>:



1       68. The Accused Instrumentalities include instructions for “automatically  
2 identifying, by the computer, one of the files of source data based on the first  
3 management data and second management data, the second management data  
4 identifying files of transferred data stored on a second storage medium, the one of  
5 the files of source data being absent from the second storage medium.” For example,  
6 the My Cloud system identifies files that are not present on the remote system  
7 because they have been changed or updated locally. *See, e.g.*, My Cloud User  
8 Manual 4779-705103 (“Auto updates help keep your safepoint up to date with the  
9 content on your WD My Cloud device by copying changes since the last update.”).

10       69. The Accused Instrumentalities include instructions for “automatically  
11 transferring the one of the files of source data to the second storage medium, the one  
12 of the files of source data being transferred becoming one of the files of transferred  
13 data.” For example, when the My Cloud server is connected to a WD Sync client,  
14 the server transfers all changes to the client; likewise, the My Cloud server  
15 automatically transfers backup data to configured backup targets. *See, e.g.*, My  
16 Cloud User Manual 4779-705147 (“After that, the WD Sync software automatically  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 updates any changes to the file, at any location, on the other configured devices.”);  
2 <https://support.wdc.com/knowledgebase/answer.aspx?ID=10428>:

3 10. Turning the *Auto Update* On will provide a user with the option to decide how often to  
4 update the device’s backup.  
It can be done Daily, Weekly and Monthly. When ready to proceed, click on *Next*.

5

6 Create a Safepoint

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504

505

506

507

508

509

510

511

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

534

535

536

537

538

539

540

541

542

543

544

545

546

547

548

549

550

551

552

553

554

555

556

557

558

559

560

561

562

563

564

565

566

567

568

569

570

571

572

573

574

575

576

577

578

579

580

581

582

583

584

585

586

587

588

589

590

591

592

593

594

595

596

597

598

599

600

601

602

603

604

605

606

607

608

609

610

611

612

613

614

615

616

617

618

619

620

621

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651

652

653

654

655

656

657

658

659

660

661

662

663

664

665

666

667

668

669

660

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

677

678

679

680

681

682

683

684

685

686

687

688

689

690

691

692

693

694

695

696

697

698

699

700

701

702

703

704

705

706

707

708

709

710

711

712

713

714

715

716

717

718

719

720

721

722

723

724

725

726

727

728

729

730

731

732

733

734

735

736

737

738

739

730

731

732

733

734

735

736

737

738

739

740

741

742

743

744

745

746

747

748

749

740

741

742

743

744

745

746

747

748

749

750

751

752

753

754

755

756

757

758

759

750

751

752

753

754

755

756

757

758

759

760

761

762

763

764

765

766

767

768

769

760

761

762

763

764

765

766

767

768

769

770

771

772

773

774

775

776

777

778

779

770

771

772

773

774

775

776

777

778

779

780

781

782

783

784

785

786

787

788

789

780

781

782

783

784

785

786

787

788

789

790

791

792

793

794

795

796

797

798

799

790

791

792

793

794

795

796

797

798

799

800

801

802

803

804

805

806

807

808

809

800

801

802

803

804

805

806

807

808

809

810

811

812

813

814

815

816

817

818

819

810

811

812

813

814

815

816

817

818

819

820

821

822

823

824

825

826

827

828

829

820

821

822

823

824

825

826

827

828

829

830

831

832

833

834

835

836

837

838

839

830

831

832

833

834

835

836

837

838

839

840

841

842

843

844

845

846

847

848

849

840

841

842

843

844

845

846

847

848

849

850

851

852

853

854

855

856

857

858

859

850

851

852

853

854

855

856

857

858

859

860

861

862

863

864

865

866

867

868

869

860

861

862

863

864

865

866

867

868

869

870

871

872

873

874

875

876

877

878

879

870

871

872

873

874

875

876

877

878

879

880

881

882

883

884

885

886

887

888

889

880

881

882

883

884

885

886

887

888

889

890

891

892

893

894

895

896

897

898

899

890

891

892

893

894

895

896

897

898

899

900

901

902

903

904

905

906

907

908

909

900

901

902

903

904

905

906

907

908

909

910

911

912

913

914

915

916

917

918

919

910

911

912

913

914

915

916

917

918

919

920

921

922

923

924

925

926

927

928

929

920

921

922

923

924

925

926

927

928

929

930

931

932

933

934

935

936

937

938

939

930

931

932

933

934

935

936

937

938

939

940

941

942

943

944

945

946

947

948

949

940

941

942

943

944

945

946

947

948

949

950

951

952

953

954

955

956

957

958

959

950

951

952

953

954

955

956

957

958

959

960

961

962

963

964

965

966

967

968

969

960

961

962

963

964

965

966

967

968

969

970

971

972

973

974

975

976

977

978

979

970

971

972

973

974

975

976

977

978

979

980

981

982

983

984

985

986

987

988

989

980

981

982

983

984

985

986

987

988

989

990

991

992

993

994

995

996

997

998

999

1000

1001

1002

1003

1004

1005

1006

1007

1008

1009

1000

1001

1002

1003

1004

1005

1006

1007

1008

1009

1010

1011

1012

1013

1014

1015

1016

1017

1018

1019

1010

1011

1012

1013

1014

1015

1016

1017

1018

1019

1020

1021

1022

1023

1024

1025

1026

1027

1028

1029

1020

1021

1022

1023

1024

1025

1026

1027

1028

1029

1030

1031

1032

1033

1034

1035

1036

1037

1038

1039

1030

1031

1032

1033

1034

1035

1036

1037

1038

1039

1040

1041

1042

1043

1044

1045

1046

1047

1048

1049

1040

1041

1042

1043

1044

1045

1046

1047

1048

1049

1050

1051

1052

1053

1054

1055

1056

1057

1058

1059

1050

1051

1052

1053

1054

1055

1056

1057

1058

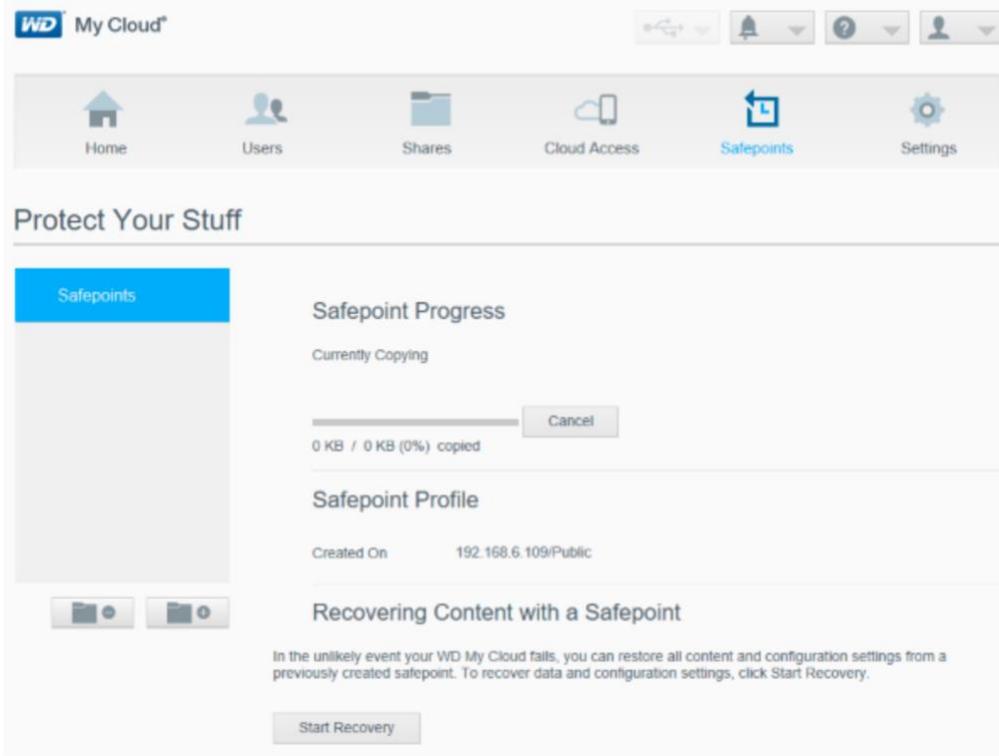
<p

1 the USB Backup Jobs area.");

2 <https://support.wdc.com/knowledgebase/answer.aspx?ID=10428>:

3 13. As the Safepoint creation is active, the progress will be displayed on the Dashboard.

4 This process may take up to several hours depending on how much information is in the drive.



17 71. Each Defendant has had knowledge of the '893 Patent and its  
 18 infringement since at least the filing of the original Complaint in this action, or  
 19 shortly thereafter, including by way of this lawsuit. By the time of trial, each  
 20 Defendant will have known and intended (since receiving such notice) that its  
 21 continued actions would actively induce and contribute to the infringement of the  
 22 claims of the '893 Patent.

23 72. Each Defendant's affirmative acts of making, using, selling, offering  
 24 for sale, and/or importing the Accused Instrumentalities have induced and continue  
 25 to induce users of the Accused Instrumentalities to use the Accused Instrumentalities  
 26 in their normal and customary way to infringe the claims of the '893 Patent. Use of  
 27 the Accused Instrumentalities in their ordinary and customary fashion results in  
 28 infringement of the claims of the '893 Patent.

1       73. For example, each Defendant explains to customers the benefits of  
2 using the Accused Instrumentalities, such as by touting their advantages of data  
3 backup or synchronization using the accused functionalities. Each Defendant also  
4 induces its customers to use the Accused Instrumentalities to infringe other claims  
5 of the '893 Patent. Each Defendant specifically intended and was aware that the  
6 normal and customary use of the Accused Instrumentalities on compatible systems  
7 would infringe the '893 Patent. Each Defendant performed the acts that constitute  
8 induced infringement, and would induce actual infringement, with the knowledge of  
9 the '893 Patent and with the knowledge, or willful blindness to the probability, that  
10 the induced acts would constitute infringement. On information and belief, each  
11 Defendant engaged in such inducement to promote the sales of the Accused  
12 Instrumentalities, *e.g.*, through its user manuals, product support, marketing  
13 materials, demonstrations, installation support, and training materials to actively  
14 induce the users of the accused products to infringe the '893 Patent. Accordingly,  
15 each Defendant has induced and continues to induce end users of the accused  
16 products to use the accused products in their ordinary and customary way with  
17 compatible systems to make and/or use systems infringing the '893 Patent, knowing  
18 that such use of the Accused Instrumentalities with compatible systems will result  
19 in infringement of the '893 Patent. For example, in the case of diskless My Cloud  
20 products, each Defendant induces end users to add one or more hard drives in order  
21 to make the product operable. Accordingly, each Defendant has been (since at least  
22 as of filing of the original complaint), and currently is, inducing infringement of the  
23 '893 Patent, in violation of 35 U.S.C. § 271(b).

24       74. Each Defendant has also infringed, and continues to infringe, claims of  
25 the '893 Patent by offering to commercially distribute, commercially distributing,  
26 making, and/or importing the Accused Instrumentalities, which are used in  
27 practicing the process, or using the systems, of the '893 Patent, and constitute a  
28 material part of the invention. Defendant knows the components in the Accused

1 Instrumentalities to be especially made or especially adapted for use in infringement  
2 of the '893 Patent, not a staple article, and not a commodity of commerce suitable  
3 for substantial noninfringing use. For example, the ordinary way of using the  
4 Accused Instrumentalities infringes the patent claims, and as such, is especially  
5 adapted for use in infringement. For another example, in the case of diskless My  
6 Cloud products, each end users must add one or more hard drives in order to make  
7 the product operable. Accordingly, each Defendant has been, and currently is,  
8 contributorily infringing the '893 Patent, in violation of 35 U.S.C. § 271(c).

9       75. As a result of Defendant's infringement of the '893 Patent, Plaintiff  
10 Data Scape is entitled to monetary damages in an amount adequate to compensate  
11 for each Defendant's infringement, but in no event less than a reasonable royalty for  
12 the use made of the invention by each Defendant, together with interest and costs as  
13 fixed by the Court.

## PRAYER FOR RELIEF

15 WHEREFORE, Plaintiff Data Scape respectfully requests that this Court  
16 enter:

17 a. A judgment in favor of Plaintiff that Defendants have infringed, either  
18 literally and/or under the doctrine of equivalents, the '581 Patent, the '929 Patent,  
19 the '537 Patent, and the '893 Patent (collectively, "asserted patents");

20           b.     A permanent injunction prohibiting Defendants from further acts of  
21 infringement of the asserted patents;

22 c. A judgment and order requiring Defendants to pay Plaintiff its damages,  
23 costs, expenses, and prejudgment and post-judgment interest for its infringement of  
24 the asserted patents, as provided under 35 U.S.C. § 284;

25           d.     A judgment and order requiring Defendants to provide an accounting  
26 and to pay supplemental damages to Data Scape, including without limitation,  
27 prejudgment and post-judgment interest;

e. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees against Defendants; and

f. Any and all other relief as the Court may deem appropriate and just under the circumstances.

## **DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Respectfully Submitted,

Dated: December 26, 2018

/s/ Reza Mirzaie  
RUSS AUGUST & KABAT  
Marc A. Fenster, SBN 181067  
Email: [mfenster@raklaw.com](mailto:mfenster@raklaw.com)  
Reza Mirzaie (CA SBN 246953)  
Email: [rmirzaie@raklaw.com](mailto:rmirzaie@raklaw.com)  
Brian D. Ledahl (CA SBN 186579)  
Email: [bledahl@raklaw.com](mailto:bledahl@raklaw.com)  
Paul Kroeger (CA SBN 229074)  
Email: [pkroeger@raklaw.com](mailto:pkroeger@raklaw.com)  
C. Jay Chung (CA SBN 252794)  
Email: [jchung@raklaw.com](mailto:jchung@raklaw.com)  
Philip X. Wang (CA SBN 262239)  
Email: [pwang@raklaw.com](mailto:pwang@raklaw.com)

*Attorneys for Plaintiff Data Scape Limited*